

REMARKS/ARGUMENTS

Claims 1-14 and 16-30 remain in the application. Claims 1, 10, 14, 16, 21, 22, 24 and 28-30 have been amended.

Claim Objections

Claims 1, 9, 10, 14, 16, 21-22, 24-25 and 28-30 were objected to because a number of informalities. The claims have been amended in the manner suggested by the Examiner and the objections are believed overcome thereby.

Rejections under 35 U.S.C. § 103

The Examiner rejected claims 1-14 and 16-30 U.S.C. 103 (a) as being unpatentable over Lisowski, SR (US 2003/0153377) in view of LeStrange, et al. (US Patent No. 5,470,079). The rejection is respectfully traversed.

The present invention describes, as recited in the pending claims, a gaming machine that is operable to distinguish between two types of credits, cashable credits and restricted credits for wagers on a game of chance where each game of chance comprises a) receiving a wager, comprising an amount of at least one of the restricted credits, the cashable credits or combinations thereof, on a game outcome for the game of chance wherein a face value of the cashable credits and the restricted credits are equal to one another for determining the amount of the wager, said cashable credits cashable at the face value and said restricted credits cashable at less than the face value, b) determining the game outcome for the game of chance, c) determining an award corresponding to the game outcome using a pay table that specifies the award for each possible game outcome for the game of chance wherein at least one award is an amount of the restricted credits and d) displaying the game outcome for the game of chance and the determined award corresponding to the game outcome wherein awarded restricted credits are stored on the gaming machine and available for wagers on subsequent games of chance until cashed out. Restricted credit, awarded as a game outcome for a game of chance, is one novel feature of the present invention as compared to prior art gaming machines. One advantage of awarding restricted credits as a game outcome is that a higher return rate may be given to game players without increasing the financial liability of the game operator.

As described in paragraph 25, Lisowski teaches a video poker machine. As stated by the Examiner, "Lisowski does not explicitly disclose restricted credit and awarding at least one

award in restricted credits." Examiner states LeStrange discloses accepting and awarding restricted credits in Col. 10, lines 41-43, 49-52 and 61-62 and Col. 9, lines 21-24.

Applicant respectfully disagrees that Col 10, lines 41-43, 49-52 and 61-62 and Col. 9, lines 21-24 in LeStrange teach awarding restricted credits as recited in the pending claims. LeStrange as cited by the Examiner describes determining and tracking a source used to place credits on the gaming machine, such as cash or a credit card. LeStrange refers to sources such as credit cards as "cashless." In col. 2, lines 39-61, LeStrange states that determining the source of credits is needed for accounting purposes. As recited in claim 2 of the present invention, non-cashable credits are not redeemable for "cash" or an indicia of credit that can be redeemed for "cash" at the face value of the credit. In LeStrange, the term "cashless" does not mean "non-cashable." It only refers to the source of credit i.e., not cash. Thus, LeStrange can't be said to teach or suggest claim 2.

In addition, LeStrange does not teach as cited in the pending claims, "receiving a wager, comprising an amount of at least one of the restricted credits, the cashable credits or combinations thereof, on a game outcome for the game of chance wherein a face value of the cashable credits and the restricted credits are equal to one another for determining the amount of the wager, said cashable credits cashable at the face value and said restricted credits cashable at less than the face value." LeStrange does not describe awarding restricted credits with this limitation. For example, in Col. 8: 1-19, LeStrange describes promotional credits. LeStrange states that for the promotional credits, "the player has the option of collecting the amount of credit purchased without placing any amount at risk and, therefore, the amount purchased cannot be reflected immediately in the game play meter." Thus, the promotional credits in LeStrange are cashable at their face value and LeStrange can't be said to teach or suggest the limitations of the pending claims. Lisowski does not teach or suggest restricted credits. Therefore, for at least these reasons, the combination of Lisowski and LeStrange can't be said to render obvious the pending claims and the rejection is believed overcome thereby.

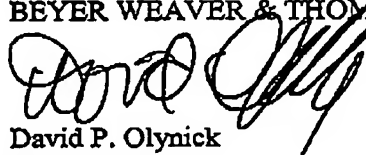
The Examiner rejected claims 1-14 and 16-30 U.S.C. 103 (a) as being unpatentable over Adams (US 2003/0083943). The rejection is respectfully traversed.

Adams describes awarding promotional points instead of money. Adams describes wagering of the promotional points to win additional promotional points (paragraph 27 and 73). In paragraph 73, Adams says the promotional points are used instead of money during game play. Adams does not describe "receiving a wager, comprising an amount of at least one of the restricted credits, the cashable credits or combinations thereof, on a game outcome for the game of chance wherein a face value of the cashable credits and the restricted credits are equal to one another for determining the amount of the wager, said cashable credits cashable at the face value and said restricted credits cashable at less than the face value." In Adams, the promotional points are only wagered for additional promotional points. The face value of the promotional points and monetary credits are not described as "equal to one another for determining the amount of the

wager." Therefore, for at least these reasons, Adams can't be said to render obvious the pending claims and the rejection is believed overcome thereby.

Applicant believes that all pending claims are allowable and respectfully requests a Notice of Allowance for this application from the Examiner. Should the Examiner believe that a telephone conference would expedite the prosecution of this application, the undersigned can be reached at the telephone number set out below.

Respectfully submitted,
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